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REGULATORY AUTHORITY

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OFFICE OF THE EXECUTIVE SECRETARY

VIA HAND DELIVERY

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

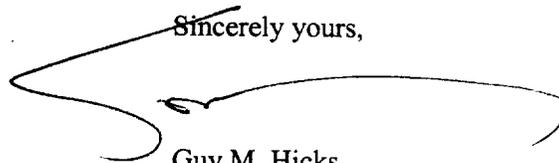
Re: *Approval of the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. and EZ Phone, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 01-00551

Dear Mr. Waddell:

Pursuant to an agreement between EZ Phone, Inc. and BellSouth Telecommunications, Inc., enclosed please find an original and thirteen copies of replacement pages 1-2 and page 4 of the above-referenced Agreement which were inadvertently omitted from the filing on June 25, 2001.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

GMH/dt
Enclosure

cc: Amy J. Topper, EZ Phone, Inc.

**Resale
Agreement
Between
BellSouth Telecommunications Inc.
And
EZ Phone, Inc.**

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Attachment 1 - Resale

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

2. Term of the Agreement

- 2.1 The term of this Agreement shall be two years, beginning on the Effective Date and shall apply to the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Section 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.3 below.
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. In the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.
- 2.3.1 Except as set forth in Section 2.3.2 below, Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this